

MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE

Request for Response DFW-2015-016

Frances Crane North Tree Thinning and Shrub Mowing

Project Description

The Massachusetts Division of Fisheries and Wildlife (DFW) is soliciting proposals for a project located at the Frances Crane Wildlife Management Area, on the north side of Route 151, in Falmouth, MA (Figure 01). The total Project Area is 470 acres of mostly full-canopied forest composed primarily of tree oaks and pitch pine above an understory of primarily blueberry/huckleberry and scrub oak. Canopy thinning is prescribed for 410 acres in the Project Area, resulting in a retained canopy cover ranging from 30-50% across the entire Project Area. Additionally, all designated roads and fire breaks (see Figures 02 & 03) will require 100% canopy removal in a 25' wide buffer strip on either side of each road/fire break, and all understory in these buffers are to be mowed. These buffers total approximately 60 acres.

Canopy thinning is prescribed to invigorate the pitch pine-scrub oak community on the site, and stimulate blueberry/scrub oak understory required by a suite of highly specialized rare species. Canopy removal and mowing in roadside/firebreak buffer areas are to reduce potential fire hazard at the site. The desired future condition of the Project Area is a semi-open-canopied oak/pitch pine woodland above an understory of dense lowbush blueberry, huckleberry and scrub oak.

The majority of the Project Area is flat, though there are some drainages that create localized rolling terrain. There is an existing network of roads within the Project Area, some of which can support tractor-trailers. A maximum of 8 landing sites may be developed within designated areas. Approximately 35 cubic yards of gravel will be provided by the operator and placed to improve sections of road in order to accommodate tractor-trailer traffic (vendor is responsible for final calculations of gravel). See Figure 04 for potential landing locations, road locations/designations, and areas in need of road repair.

DFW anticipates the full scope of this project to be completed by December 31, 2016, pending availability of adequate funds. A separate contract and NTP will be issued for each fiscal year in which work will occur. During fiscal year 2015, DFW anticipates to award a *minimum* of 120-acres of tree thinning and 40-acres of fire break clearing (tree removal and shrub mowing) to the winning bidder. Final acreages will be determined by the funding available and the area which can be reasonably treated based on the winning bid received. As indicated on the Bid Sheet, DFW will pay remobilization costs. DFW will work with the Vendor to determine the final project area to be completed during FY15.

Table 01: NHESP Timing Restrictions

Date Range	Timing
November 01-April 30	Work done under the scope of this contract is not subject to NHESP rare species timing restrictions if conducted between the dates of November 1 st –April 30 (outside of the active box turtle season).
May 01-October 31	Work conducted within the active box turtle season (May 1 st –October 31 st) will be subject to daily turtle sweeps in order to clear the daily work area of box turtles. Sweeps will be conducted by DFW staff (or qualified personnel approved by DFW staff), and must be conducted each day before the contractor may begin work. In light of the need to conduct turtle sweeps during this period, DFW will work with the lowest bidder to develop a mutually agreeable work schedule that seeks to complete as much work as practical outside of the turtle active season.

Treatments

Canopy Thinning:

- The majority of the Project Area is a full-canopied tree oak/pitch pine overstory. The prescription calls for the removal of 50-70% of this canopy. Specifically, the retained canopy will consist of the most vigorous specimens of tree oak and pitch pine, relatively evenly distributed, reflecting the oak/pine ratio of the pre-harvest canopy.
- Approximately 10% of the entire Project Area will be marked for retention in order to clearly illustrate DFW's desired end result. The remainder of the Project Area will not be marked: the operator, with the guidance of DFW staff, will replicate DFW's desired cutting frequency and retention selection across the remainder of the Project Area.
- All stems $\geq 4"$ DBH that are not marked for retention must be cut flush to the ground and removed by forwarder/skidder to a landing area approved by DFW, then processed at the landing for timber, firewood, chip-wood, or other wood product, and trucked from the site.
- All non-native trees $\geq 4"$ DBH and all white pine $> 6'$ in height shall be cut and removed from the site.
- Portions of cut trees $\geq 4"$ DBH that break off during felling or transporting to the landing area shall be picked up and taken to the landing for processing and removal from the site.
- A mechanical harvester is encouraged, but not required, and if used must be a tracked machine subject to DFW approval.
- Forwarders and/or skidders subject to DFW approval may be used to remove any/all portions of cut trees to the landing area(s).
- Landing locations and temporary skid roads must be approved by DFW at each site prior to the start of work.

Fire Break Tree Removal/Mowing:

- All trees will be removed and all understory mowed in a strip 25' perpendicular from the centerlines of all designated roads and firebreaks (Figures 02 & 03). There are three exceptions to this: 1) there are several areas along boundary edges where the buffer will extend 50' into the unit from the Unit boundary; 2) there is one location along the boundary edge where buffer will extend 46' into the unit from the road centerline and 4' from the road edge nearest the unit boundary; and 3) there are two areas where the canopy removal will only be 10' on either side of the center line and these buffers will not require mowing. See Figures 05 & 06 for these locations.
- All stems $\geq 4"$ DBH in these strips shall be cut flush to the ground and removed by forwarder/skidder to a landing area approved by DFW, then processed at the landing for timber, firewood, chip-wood, or other wood product, and then be trucked from the site, resulting in 100% canopy removal.
- All stems $\leq 4"$ DBH in these strips shall be either mowed/mulched on site to within ≤ 2 inches of the ground, or be cut to within ≤ 2 inches of the ground and removed from the site.
- Most buffers will be aligned to the centers of existing roads, however, there are several instances where the buffers are not associated with roads, but instead are located in unbroken wooded areas. The buffers created in these areas are to become firebreaks, and the centerlines will be clearly flagged by DFW staff. See Figures 07 & 08 for locations.

Operational Requirements:

- All work is subject to the issuance of an approved cutting plan
- A map will be provided (Figures 09 & 10) showing existing wellheads and vaults within the project area. These features will be clearly marked by DFW staff (to the extent possible) and are to be avoided by heavy machinery. The operator must create an appropriate berth around these features when they occur on existing roadways.
- All skid roads and truck roads used by the vendor must be restored to their pre-treatment condition at the conclusion of the operation in coordination with, and to the satisfaction of, DFW staff. Any ruts that are made during the treatments must be graded promptly as conditions permit. A DFW staff person will be on site for the majority of the operation and communicate daily with the vendor concerning treatment site conditions.
- Vendors are required to employ Best Management Practices for Preventing the Spread of Invasive Plants (Appendix 01).
- Vendors are required to employ Best Management Practices as described in the 2013 Massachusetts Forestry Best Management Practices on skid roads and landings. The landing area must be cleared of woody debris and graded at the conclusion of the operation to the satisfaction of DFW staff. The contractor will be required by DFW to provide a bulldozer with an angle blade and/or a small excavator and a competent operator to complete grading of roads and landings.
- No brush piles will be constructed during this operation without permission of DFW.
- Work can only occur during frozen or dry ground conditions, and within applicable timing restrictions. The specific timing of the operation will be arranged between the Vendor and DFW.
- Prior to any work beginning on any site, vendors will be required to submit a performance bond in the amount of 10% of the contracted price.
- The Contractor shall, to the satisfaction of DFW staff, remove or otherwise dispose of all garbage, trash, litter, discarded equipment or parts, temporary bridges, waste materials or other refuse resulting from the operation. Waste materials such as oil, grease, used oil absorbent pads, and similar materials shall be disposed of in accordance with law, and at a minimum, in a manner that will prevent their entry by spills, drainage, high water or other means into any river, watercourse, lake, reservoir or other body of water.
- If work is contracted under the options for the operator to work outside of the restricted time frames denoted in Table 01, the contractor will operate in coordination with monitors provided by DFW. As needed, monitors will sweep work areas for turtles up to 24 hours in advance of work occurring in a given area. Although DFW monitors are not expected to impede work, contractor will have to temporarily cease operations in the event that monitoring is not completed.
- **STORAGE AND HANDLING OF HAZARDOUS MATERIALS:** All petroleum products, industrial chemicals and similar materials shall be stored in accordance with manufacturer's specifications and applicable law, and at a minimum in durable, sealed containers placed so that any accidental spillage shall not drain into any river, watercourse, lake, or reservoir. No hazardous materials, including but not limited to oils, fuels, and hydraulic fluids may be deposited on Commonwealth lands. All mechanized equipment shall carry oil-absorbent pads at all times, quality subject to the approval of DFW staff, to be used respectively in the event of a fluid spill. In the event that hazardous materials are deposited on Commonwealth lands through accidental spill or otherwise, the Contractor agrees to immediately contain the spill using oil-absorbent pads and to notify DFW staff as soon as possible regarding the type, amount, and location of deposited materials. The Contractor shall be liable for all costs incurred resulting from the cleanup of all spills and leaks, and shall correct the situation to the satisfaction of DFW staff, including but not limited to the removal and appropriate disposal of contaminated soil based on DFW staff determination.

- SAFETY AND HEALTH: The Contractor shall conduct all operations in connection with this contract in compliance with applicable provisions of Federal, State and Local labor safety, health and sanitation laws, codes, and regulations.
- ENVIRONMENTAL CONTROL: The Contractor shall comply with all applicable state and federal laws pertaining to water quality in connection with any operations under this contract. The Contractor shall undertake every reasonable precaution not to pollute or obstruct the flow of any stream, lake, or reservoir on or adjacent to the sale area. In the event of such pollution or obstruction, the Contractor shall correct the condition to the satisfaction of DFW staff. The Contractor shall undertake every reasonable measure to minimize erosion and soil damage, including but not limited to the grading of ruts and the construction and maintenance of water bars, and shall install all mitigation measures according to the most recent version of the Massachusetts Forestry Best Management Practices Manual. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- SPECIAL SITUATIONS: Should a situation exist that would in the opinion of the DFW staff result in unacceptable environmental damage and the Contractor is either unwilling or unable to prevent or immediately repair or remove such damage, or to do so in a timely fashion to the satisfaction of DFW staff after being verbally notified of said situation by DFW staff, the Division may undertake corrective measures and deduct the cost of said measures from the performance bond covering this operation (see General Specification 2 (Contract Requirements) g., below), and may pursue its remedies against the Contractor for any loss, claim, damage or charge that arises due to such damage.
- HISTORICAL/CULTURAL RESOURCES: DFW seeks to conserve historical and cultural resources during habitat management operations, including but not limited to stone walls, cellar holes, foundations, and wells associated with abandoned farm sites, as well as historical and cultural resources that may occur within the soil. Vendor shall avoid or otherwise mitigate these resources during the harvesting operation to the satisfaction of DFW staff. Only existing barways (openings) in stonewalls may be used to transport wood products by forwarder or skidder, unless DFW staff specifically identifies a new opening to be created. If DFW staff identifies a site as having archaeological sensitivity, Vendor shall avoid rutting, scarifying, and other soil disruption to the site by operating only under dry, frozen, or otherwise stable conditions.
- DISCLAIMER/LIABILITY CLAUSE: The Contractor will release and agree to hold blameless the Commonwealth of Massachusetts, Division of Fisheries and Wildlife, its employees and agents acting within the scope of their official duties from any and all liability or loss resulting from acts or omissions except willful torts.

Contractual Requirements

- Projects included in this RFR are subject to Massachusetts prevailing wage rates. Prevailing wage rate schedules are included in this RFR and should be taken into account when submitting the bid.
- **Projects included in this RFR will be funded through a variety of funding sources. Depending on funding source, vendors will sign either a Massachusetts construction agreement or scope of service document. Either document shall be considered the binding document for that project.**
- The Contractor shall provide as surety a payment bond **in the amount of 50% of the contract price within 10 days of contract award.** The payment bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.
- The Contractor shall provide as surety a performance bond **in the amount of 10% of the contract price** prior to beginning work at each site. The performance bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible

bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited, as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.

- The Contractor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for. A separate contract and notice to proceed will be issued for each fiscal year in which work will occur.
- All equipment operators are required to meet with a DFW representative to walk the entire project site prior to beginning work.
- Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW within 48 hours of the incident.
- Remobilization costs will be paid if poor weather and/or ground conditions require shut down of the operation for ≥ 3 business days and the machinery has been taken off-site, or if DFW splits the 484 acre project into multiple phases (see Project Description). The Contractor must obtain DFW approval that operation shut down is required. If weather and/or ground conditions improve within 3 business days to allow completion of the project, DFW will not pay remobilization costs.
- The winning bidder(s) will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high-pressure washer at a maintenance facility prior to bringing the equipment on site. Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- The Contractor shall provide a valid certificate of insurance prior to beginning work. The Contractor indemnifies the Commonwealth from and against any liability for claims arising from the Contractors activities under the contract. The Contractor shall provide a certificate indicating a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of at least \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Contractor. Contractor shall provide Certificates of Insurance for all sub-Contractors evidencing the same coverage required of the Contractor or equivalent proof of self-insurance.
- Contractors shall submit all certified payroll sheets for all employees employed at the work site with their request for payment for work completed.
- All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily

encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

(1) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(2) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Considerations for Bid Submission

- Contracts will be awarded to the lowest responsible and eligible bidder. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- The Owner reserves the right to waive any informalities in, or to reject any or all, Bids if it be in the public interest to do so.
- The cost associated with the operator site walk required prior to starting work should be reflected in the Contractor's bid.
- If the necessary DFW funds are not available to complete the entire project, DFW reserves the right to treat a smaller portion of the proposed area. DFW will make every effort to award the minimum project acreage as stated in the project description area above.
- Prevailing wage rates are required; rate schedules are attached to this scope of services. For more information about prevailing wage requirements, see the Massachusetts Division of Occupational Safety website: <http://www.mass.gov/dos/pw/>
- Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed. Payment shall be made as a single payment, upon the DFW/DFG

determination of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by DFW/DFG within thirty (30) days of receipt of an invoice. This provision shall not apply if the DFW notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30) days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.

- All acreages were calculated in GIS and are approximate. Bidders are responsible for verifying treatment area prior to bidding. Selected contractor will be responsible for treating the entirety of the treatment area as agreed upon between DFW and said contractor.
- Contractors are responsible for making their own estimates of the volume of gravel necessary to improve the gravel roads and for providing sufficient material to complete the task.
- Contractors are required to make their own estimates for the commercial value of any merchantable wood products. Merchantable wood product value shall be shown on the mandatory bid sheet and will be subtracted from the final bid price to help minimize costs. DFW estimates of merchantable wood product volumes are provided in Table 02 below.

Table 02. Estimated wood product volumes by site (Mbf = Thousands of Board Feet, international ¼" Rule, Cords = Hardwood Firewood, Tons = Softwood Pulp).

Site	Area (Ac)	Town	Habitat Objective	Mbf	Cords	Tons
Frances Crane WMA	470	Falmouth	Pitch Pine - Tree Oak - Scrub Oak Woodland	188 White Pine	564 hardwood	2,820 tons softwood

INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

- 1) All vendors must attend either the bidder's conference or a scheduled site walk to be eligible to bid. Alternative conference times/dates can be made, provided that the vendor contacts DFW by email (chris.buelow@state.ma.us) by 4:00 pm the day before the scheduled conference, or by cell phone (508-769-7568) the day of the conference, prior to the scheduled start time of 1:00 pm on Wednesday, October 15, 2014.
- 2) Two complete paper copies of your response must be received, in writing, no later than 2 pm on Monday, October 27, 2014 at which time bids will be publicly open and read. Submit responses to:

Division of Fisheries and Wildlife

Attn: Lori Cookman

1 Rabbit Hill Road

Westborough, MA 01581

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: **Bid Documents Enclosed, DFW-2015-016: Canopy Thinning at Frances Crane WMA.**

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL FOUR ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet
- 2) Affidavit: Proposal for RFR DFW-2015-016: Canopy Thinning at Frances Crane WMA. **One copy must be notarized original.**
- 3) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 4) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

The winning Contractor(s) will be required to submit the following items upon award:

- 1) MA Construction Contract Form to be provided by awarding authority
- 2) Commonwealth Terms and Conditions filled out and signed by the respondent (If not already on file)
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)
- 4) Contractor Authorized Signatory Listing, completed and signed by the Contractor.
- 5) Proof of liability insurance coverage
- 6) Electronic Funds Transfer form
- 7) Within 10 days after presentation thereof by the awarding authority, furnish a **labor and materials or payment bond** from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of 50% of the contract price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)].
- 9) A **performance bond** in the amount of 10% of the contract price in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. Performance bond shall be submitted prior to beginning work at the site.

MANDATORY BID SHEET

RFR DFW-2015-016 Canopy Thinning at Frances Crane WMA

Treatment	amount	Cost per Unit	Total Amount (\$) ³
Canopy Thinning	410 acres ¹	\$/_____/acre	\$
Tree Removal and Mowing in Fire Breaks	60 acres ²	\$/_____/acre	\$
Road Improvements (~35 cu. yd gravel) ²	_____ cu. yds	N/A	\$
Remobilization Cost (per event)	N/A	\$/_____/1 event	\$ _____ /1 event
Additional Costs (please specify)			\$
SUB-TOTAL (add items 1-5 from above)			\$
Value of Harvested Wood Products (to be subtracted from SUB-TOTAL above)			\$
TOTAL BID (Subtotal – value of wood products)			\$

¹ NOTE: DFW intends to complete the entire project by December 31, 2016, pending availability of adequate funds. Every effort will be made to issue the winning bidder a Notice to Proceed for a *minimum* of 120-acres of tree thinning and 40-acres of break clearing (tree removal and mowing) during FY2015; however, determination of final acreages will be subject to final funding availability and bid prices received.

² NOTE: Vendor is responsible for determining the actual volume of gravel needed)

³ This is the maximum amount DFW will pay the vendor for completing the work in the treatment area as mapped in Figures 1-3.

Bid Deposit Calculation: Multiply the **Total Bid Price** from above by 0.05 (5%) to calculate the **Bid Deposit Amount**.

5% Bid Deposit enclosed in the amount of : \$ _____

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder's Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Request for Response

AFFIDAVIT

State of _____

Date _____ 20____

County of _____

The undersigned being duly sworn, deposes and says that he is the

Sole owner; partner; president; treasurer or other duly authorized official of a corporation

of _____, for work in

City/Town

Location

on _____

Date bids were open

and certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature and title of person making affidavit

Sworn to before me this

_____ day of _____ 20____.

Notary Public

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

held on _____ at which all the Directors were present or

(Date)

waived notice, it was VOTED, that _____,

(Name)

_____, of this company and he hereby is

(Officer)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation on this company's name on its behalf by such

(Officer)

under seal of the company, shall be valid and binding upon this company.

A true copy,

ATTEST: _____

Place of business:

Date of the Contract: _____

I hereby certify that I am the clerk of the _____

that _____ is duly elected _____

of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____ Corporate Seal

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Figure 01: Project Locus – France Crane WMA North (Route 151 Falmouth)

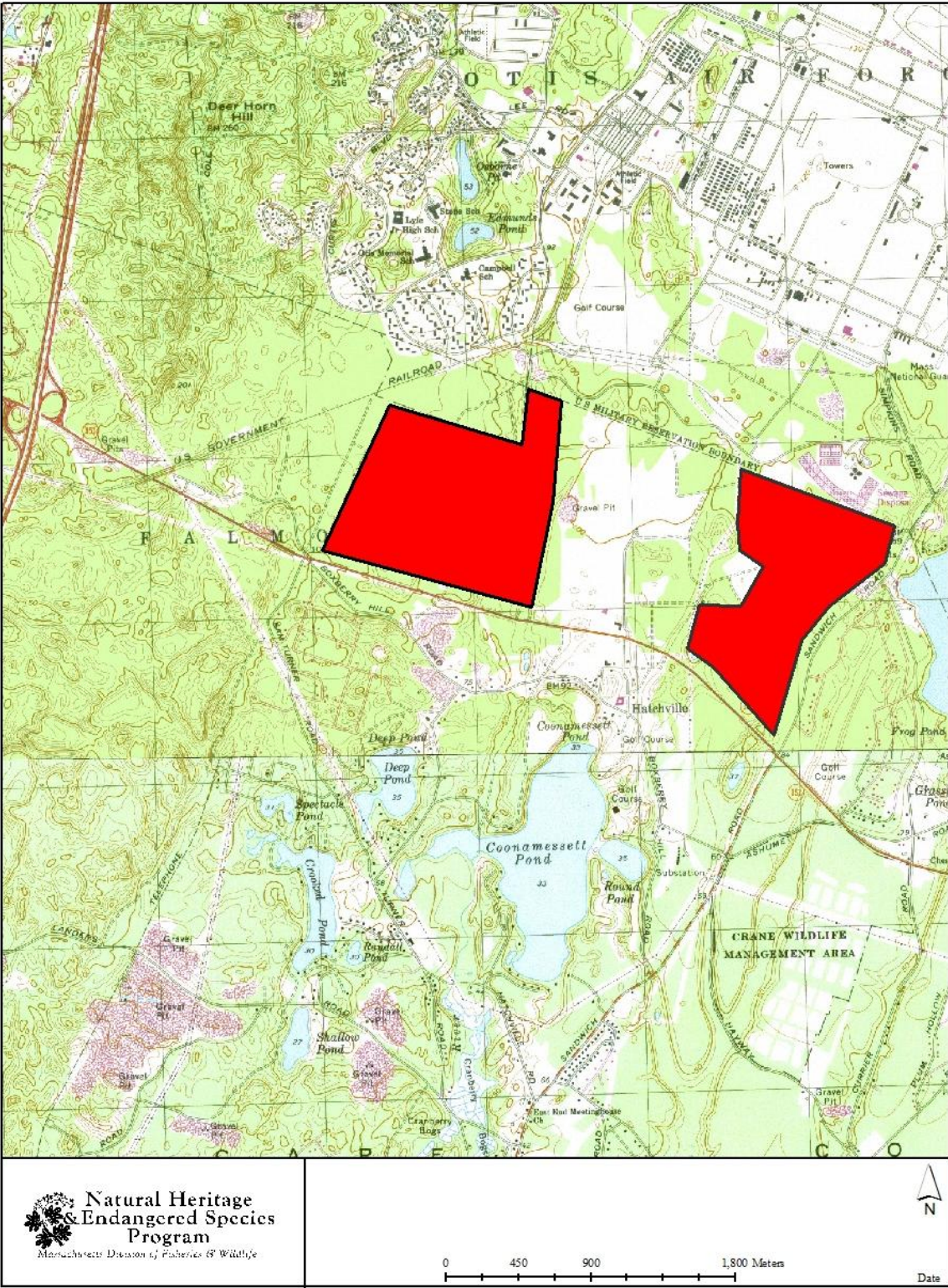


Figure 02: Extent of Work area in Unit A



Figure 03: Extent of Work area in Unit B

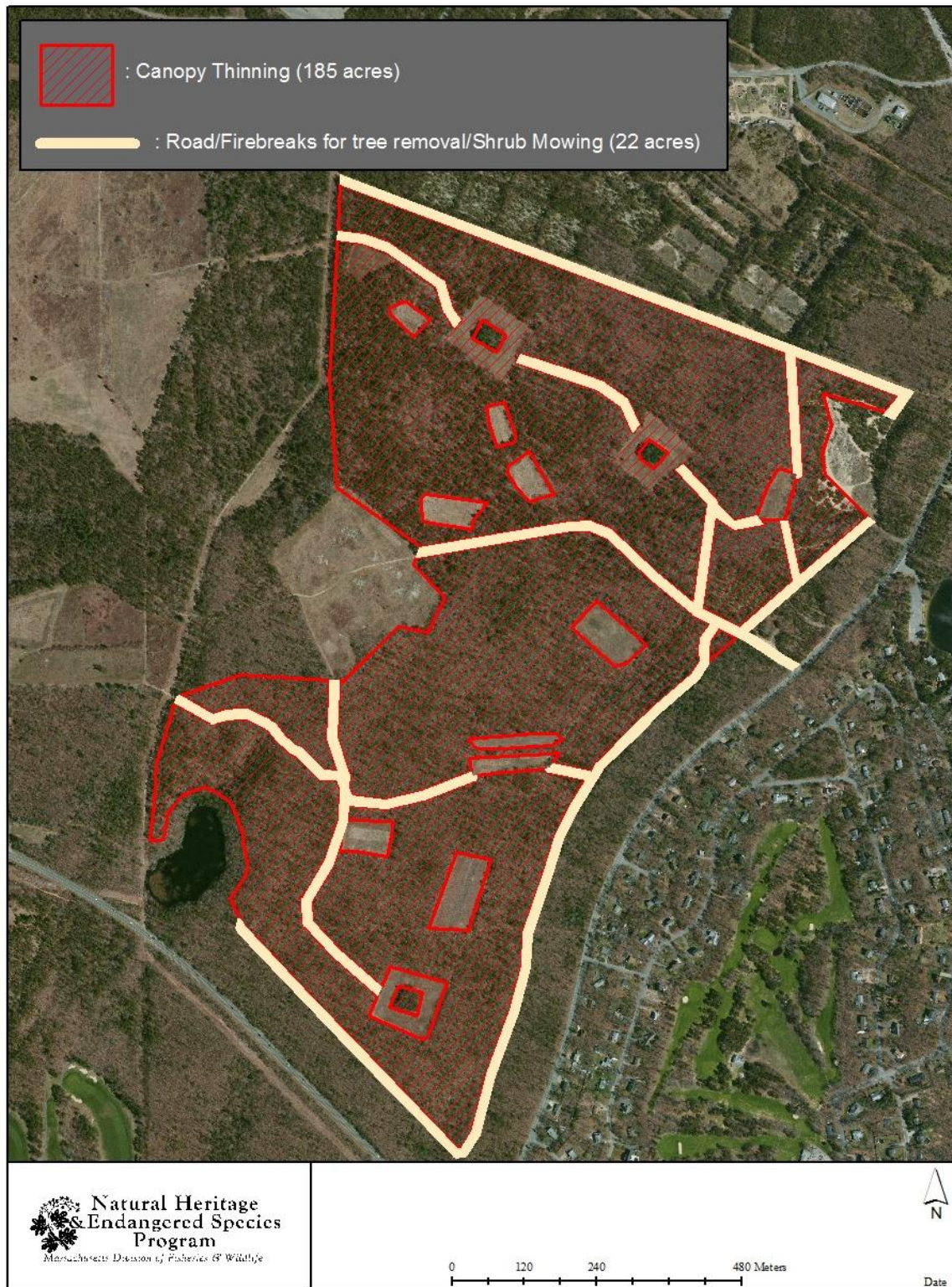


Figure 04: Areas NOT to be used as landings, roads available for tractor-trailer trucks, and areas in need of gravel (Unit A)



Figure 05: Areas NOT to be used as landings, roads available for tractor-trailer trucks, and areas in need of gravel (Unit A)

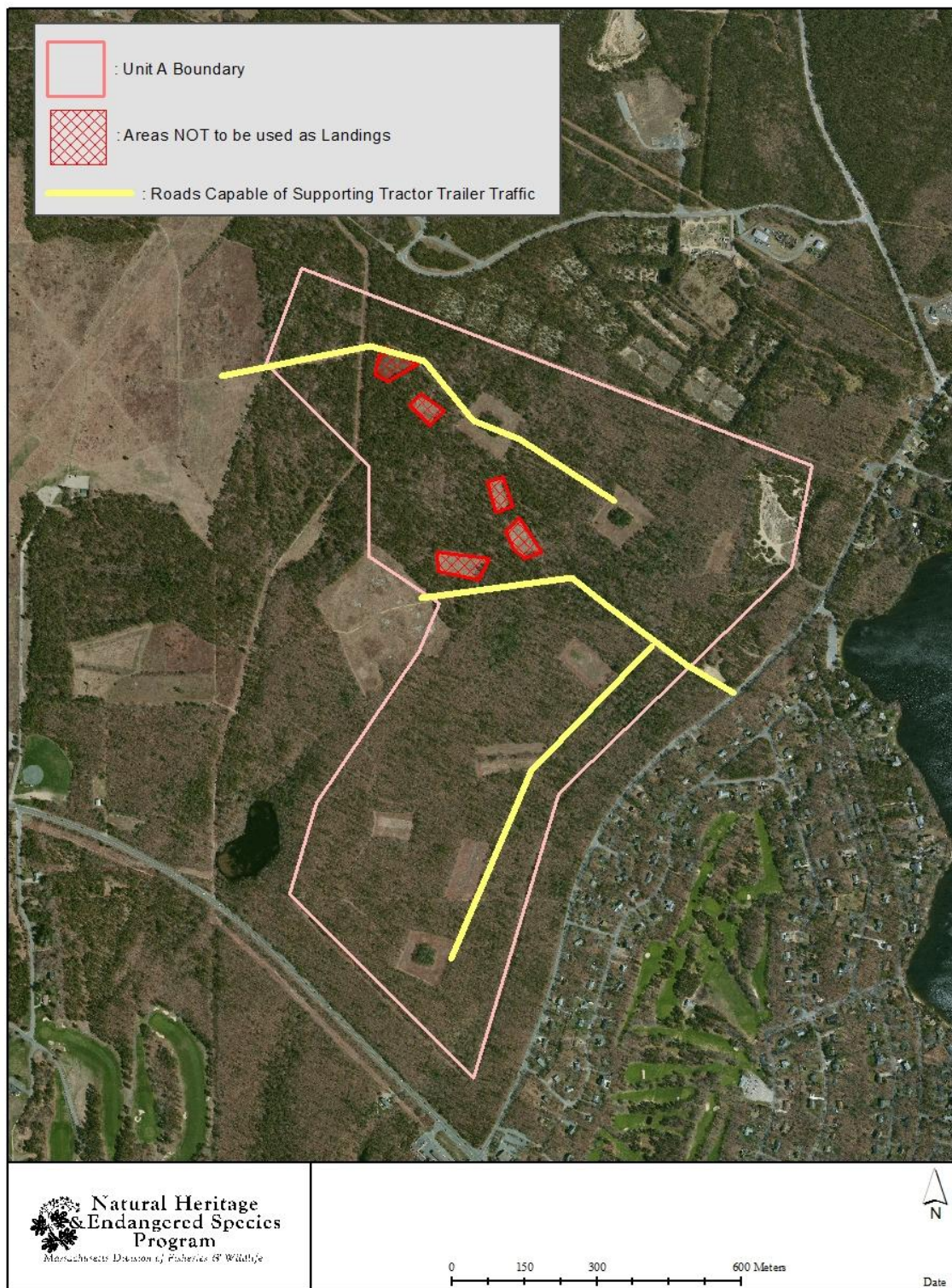


Figure 06: Buffer Exceptions: Unit A

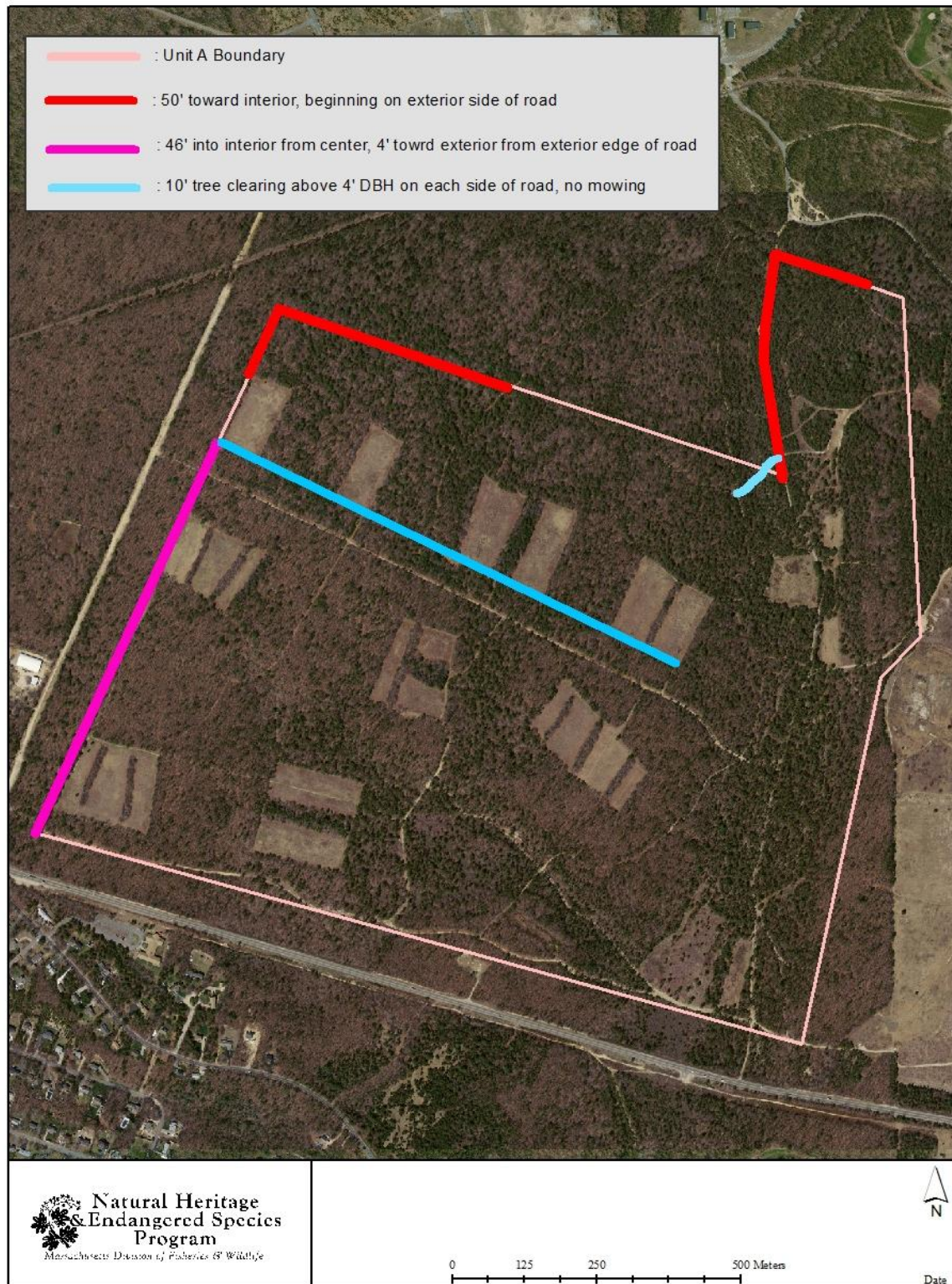


Figure 06: Buffer Exceptions: Unit B



Figure 07: Buffers NOT Associated with Roads: Unit A



Figure 08: Buffers NOT Associated with Roads: Unit B



Figure 09: Well Heads in Unit A

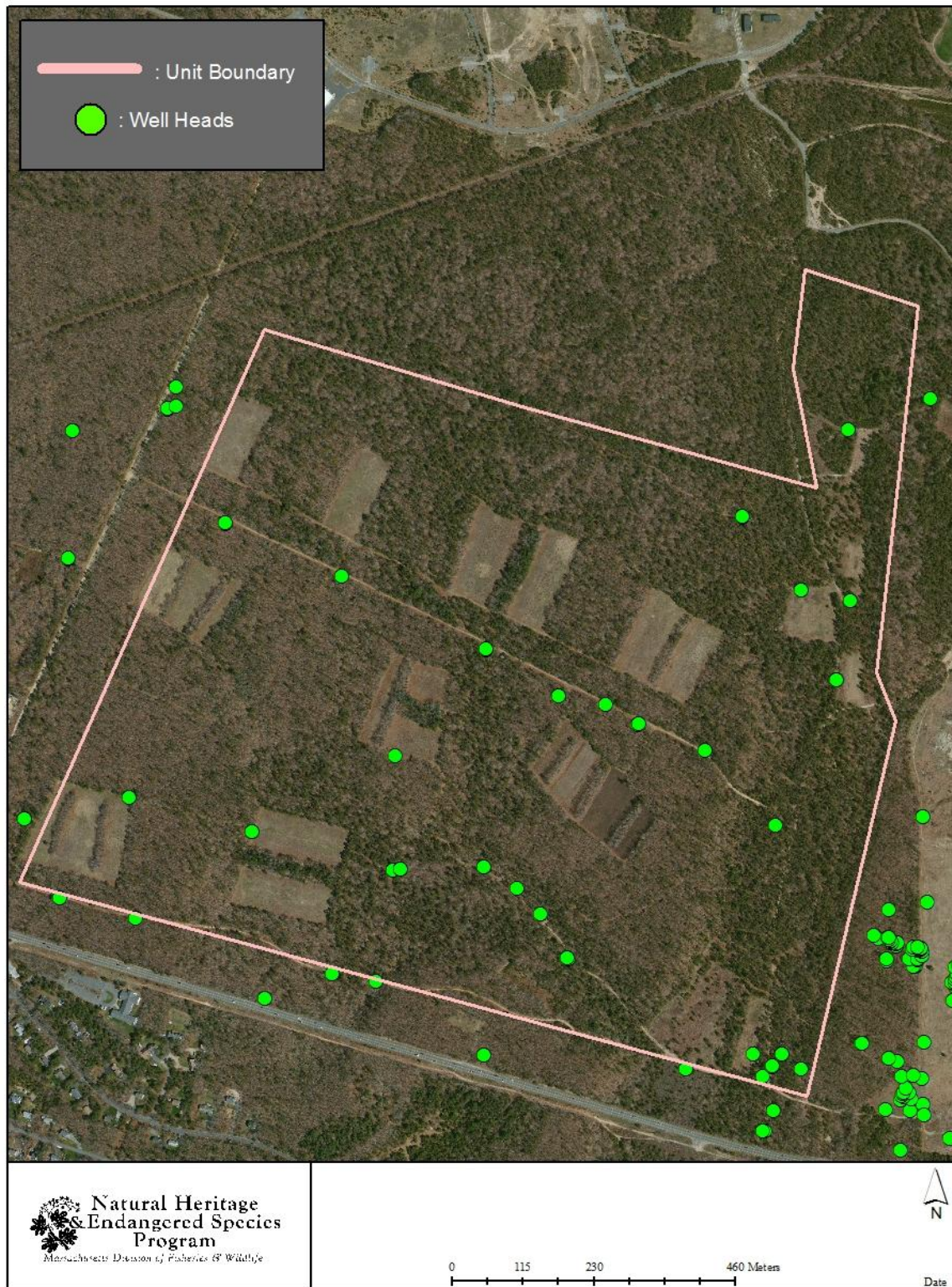


Figure 10: Well Heads in Unit B



Massachusetts Division of Fisheries and Wildlife Best Management Practices for Controlling the Spread of Invasive Plants

Propagules (seeds, cuttings, plant parts) of many invasive plants can potentially be spread by directly attaching to clothing and equipment or inadvertently carried in soil accumulated on equipment and footwear. Many silvicultural and land management activities occurring on Division land or on private lands where work is funded by the Division represent a risk for transmitting these species to uninfested areas or could become infested when workers and equipment containing unwanted propagules enter onto these uninfested properties. Once dispersed, the invasive plant species may become established in new areas, and the native ecosystem may be negatively affected. To reduce the opportunity for spreading invasive plants and their propagules within and between work sites, we propose that the following protocols be adopted when Division personnel are working on Division property, or working elsewhere in the field, when projects are funded by the Division on other public or private lands and as conditions to Scientific Collecting Permits issued by the Director.

Likewise aquatic invasives (not limited to plants, animals, viruses, bacteria, algae, fungi) may be carried from one body of water to another on the damp surface of equipment or in water inadvertently carried from watershed to watershed during the normal course of both fish and wildlife field sampling activities. The harmful effects of these aquatic invasives are well documented and require large amounts of money to manage once they have become established. We propose that the following protocols be adopted by the various field staff of the Division and their contractors whose jobs require them to work in aquatic environments, including the Natural Heritage and Endangered Species Section and their contractors, Fisheries Section, Wildlife Section, all District staff and as conditions to Scientific Collecting Permits.

Contractors working on Wildlife Management Areas, other MDFW properties, or on a project funded through the MDFW shall: Certify that they have made efforts to assure that their off-road equipment and their field personnel who have been working within invasive plant infestations are reasonably free from invasive plant propagules prior to entering work sites within Wildlife Management Areas, other MDFW properties and private lands where the work is being funded by the Division, by signing the Division's Standard Contract and agree to the following conditions in the Scope of Services.

Equipment:

Thoroughly clean and remove all mud, dirt, debris and plant parts from the exterior, undercarriage, and tires/tracks of the equipment with a high pressure washer or similar method prior to bringing the equipment onto the work site

Tools and Clothing:

- Field personnel should wear gaiters, rubber boots or other clothing and footwear which reduce the likelihood for seed attachment when working in areas infested with invasive species.
- Field Personnel must inspect, remove, and properly dispose of weed seed and plant parts found on their clothing, footwear and equipment prior to entering the work site
- Field Personnel must remove all soil from their footwear and equipment prior to entering the work site **Division**

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.